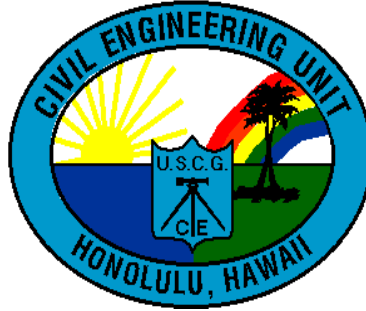


SOLICITATION FORMS



**UNITED STATES COAST GUARD
CIVIL ENGINEERING UNIT HONOLULU
300 ALA MOANA BLVD. ROOM 8-134
HONOLULU, HI 96850**

SOLICITATION NUMBER: HSCG86-08-R-633080

TO: INSTALL FUEL PUMP AT USCG AIR STATION BARBERS POINT, KAPOLEI, HAWAII

NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the General Accounting Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the Coast Guard as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns **informally** or opt to file a **formal** agency protest with the contracting officer or Ombudsman.

Informal forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the USCG Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth at FAR 33.103. If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). **Formal** protests filed under the OPAP program should be submitted to:

Department of Homeland Security
United States Coast Guard (CG-9131)
Ombudsman Program for Agency Protests
1900 Half Street, SW, Room 11-0602
Washington, D. C. 20593-0001
Fax: (202) 475-3904

The Ombudsman Hotline telephone number is (202) 372-3695

SOLICITATION OFFER AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. HSCG86-08-R-633080	2. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	2. DATE ISSUED 07/24/08	PAGE OF PAGES 1 of 30__
IMPORTANT - The "offer" section on page 2 must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 2408867633080		6. PROJECT NO. 537200	
7. ISSUED BY Contracting Officer United States Coast Guard Civil Engineering Unit Honolulu 300 Ala Moana Blvd., Rm. 8-134 Honolulu, HI 96850		CODE	8. ADDRESS OFFER TO Same as Block 7		
9. FOR INFORMATION CALL	A. NAME Tammy K. Kao, Contracting Officer		B TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808) 535-3474 FAX (808) 535-3479		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

IMPORTANT - NOTICE TO OFFERORS

- This solicitation contains Sections A through M. Please read the entire solicitation and complete the following:
 - Sign and return original and one copy of the solicitation form - Standard Form 1442.
 - Complete and return two copies of Section B, Supplies or Services and Price/Costs and ONE copy of Section K, Representations, Certifications and other Statements of Offerors.
 - PROVIDE PRICE PROPOSAL AND TECHNICAL PROPOSAL IN ACCORDANCE WITH SECTION L.
 - A BID BOND IS REQUIRED
 - See Section L for Instructions, Conditions, and Notice to Offerors.
 - See Section M for rating factors used for proposal evaluation
- Before mailing your proposal, please recheck the following:
 - Does your proposal set forth full, accurate, and complete information as required by this solicitation including attachments and any amendments which may have been issued?
 - Have you rechecked your figures, including calculations on your work sheets?
 - Have you completed and signed all required documents?
- The estimated cost of this work is between \$100,000 and \$250,000.
- FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.
- TECHNICAL QUESTIONS REGARDING SPECIFICATIONS AND/OR DRAWINGS MUST BE SUBMITTED IN WRITING AND EMAILED/FAXED TO THE CONTRACTING OFFICER NO LATER THAN TEN DAYS PRIOR TO THE DATE SET FOR RECEIPT OF OFFERS.
- THIS SOLICITATION IS A TOTAL SMALL BUSINESS SET-ASIDE.

11. The contractor shall begin performance within 15 calendar days and complete it within 210 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section F)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
 (If "YES", indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and one copy to perform the work required are due at the place specified in Item 8 by 2:00 pm (hour) local time 08/26/08 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee is required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

FAX :

16. REMITTANCE ADDRESS (Include only if different than Item 14)

DUNS : _____

E-MAIL : _____

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ►

18. The offeror agrees to furnish any required performance and payment bonds

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE			20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

7

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 USC 2304(c) () ☐ 41 USC 253(c) ()

26. ADMINISTERED BY

CODE

See Block 7

27. PAYMENT WILL BE MADE BY

Commanding Officer (1224)
USCG Finance Center
1430 Kristina Way
Chesapeake, VA 23326-1224
For payment inquiries, call: (757) 523-6940

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section A
Solicitation/Contract Form

Table of Contents

(X)	Sec.	Description	Page(s)
Part I – The Schedule			
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X	B	Supplies or Services and Prices/Costs	4
X	C	Description/Specs/Work Statement	5
X	D	Safety, Health and Security	5
X	E	Inspection and Acceptance	5-6
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Part II – Contract Clauses			
X	I	Contract Clauses	10-20
Part III – List of Documents, Exhibits and other Attachments			
X	J	List of Attachments	20
Part IV – Representations, and Instructions			
X	K	Representations, Certifications, and other Statements of Offerors	21-22
X	L	Instructions, Conditions, and Notices to Offerors	22-29
X	M	Evaluation Factors for Award	29-30

Section B
Supplies or Services and Prices

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Provide all materials, labor, tools, equipment, and transportation to install a fuel pump for the JP-5 Aircraft Fueling Facility, USCG Air Station Barbers Point, Kapolei, HI in accordance with applicable clauses, provisions, special contract requirements, specifications and drawings contained herein	1	Job	Lump Sum	\$_____

Section C
Description/Specifications

C.1 Drawings and Specifications: The following drawings and specifications are applicable to this acquisition:

- (a) Specifications for Fuel Pump at CG Airsta Barbers Point, Kapolei, Hawaii, July 2008, Project No. 537200
- (b) Drawings (See Section 01110 of the specifications)

NOTE: See Section J

Section D
Safety, Health and Security

D.1 The following F.A.R. clause is incorporated by reference in accordance with Section I, paragraph I.1. Full text of this clause can be found at www.arnet.gov/far:

- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991) Alternate I (NOV 1991)

D.2 The following Department of Homeland Security clauses are incorporated by reference in accordance with Section I, paragraph I.1. . Full text of this clause can be found at <http://www.uscg.mil/hq/cg-85/HSAR%202006.pdf>.

- 3052.233-90 Accident and Fire Reporting (DEC 2003)

Section E
Inspection & Acceptance

E.1 Final inspection, punch list, acceptance and clean up of the project site shall be completed before the contract completion date. Final inspection and acceptance of the work will be by the Contracting Officer.

E.2 A Contracting Officer's Representative (COR) to represent the Contracting Officer and inspect all work under the contract will be designated at the Pre-Construction conference. In no instance is the COR authorized to sign contractual documents, order contract changes (except no-cost-no-time field adjustments), modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

The Contracting Officer's Representative (COR) is authorized to issue Notices regarding noncompliance with contract requirements, and to stop work on any portion of the job if the contractor's methods cause unsafe conditions or will result in noncompliant work which would be impracticable to correct or to replace while permitting other (conforming) portions of the work to continue. Issuing of a Notice of Noncompliance as described herein does not constitute a

suspension of work as described in Clause 52.212-12, Suspension of Work.

E.3 Daily Reporting Requirement

The Contractor shall prepare and file a "Contractor's Daily Report" for each day of contract performance. These reports shall be delivered to, or if directed, mailed to the COR on Fridays. Each Daily Report shall include all Contractor and subcontractor personnel on the project site, all work performed, equipment used, tests performed, and all general activities for each day of work. Reports shall be numbered, dated and signed by the Contractor or his superintendent. Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current.

E.4 The following F.A.R. clause is incorporated by reference in accordance with Section I, paragraph I.1. Full text of this clause can be found at www.arnet.gov/far:

52.246-12 Inspection of Construction (AUG 1996)

Section F
Performance

F.1 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work not later than two-hundred and ten (210) calendar days after the date the Contractor receives the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

Total on-site work shall be completed within 30 consecutive working days.

F.2 Contractor Liability

If the Contractor fails to complete the work within the time specified, or any extensions thereto, the Contractor shall be liable for the total amount of actual damages incurred by the Government due to any unexcuseable delay caused by the Contractor until actual contract completion. Actual damages will consist of, but not be limited to, the following types of costs: Coast Guard Contracting Officer Representative (COR), Project Manager (PM), Inspector and Contracting Officer hours and costs spent on the project past the contract completion date; all per diem travel costs, but not including the final inspection trip, occurring for this project after the scheduled contract completion date; and, technical support contractor costs in supporting the Coast Guard in this period past the contract completion date. The above actual damages are in addition to other contractual, regulatory, statutory, and Federal Common Law remedies, protections, and damages.

F.3 52.236-10 Performance of Work by the Contractor (APR 1984)

The Contractor **shall perform on the site, and with its own organization**, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F.4 The following F.A.R. clause is incorporated by reference in accordance with Section I, paragraph I.1. Full text of this clause can be found at www.arnet.gov/far.

52.236-15 Schedules for Construction Contracts (APR 1984)

52.242-14 Suspension of Work (APR 1984)

Section G

Contract Administration Data

G.1 Contract Administration.

The Contracting Officer will administer this contract, or his authorized representative located at the U.S. Coast Guard Civil Engineering Unit, 300 Ala Moana Blvd., Rm. 8-134, Honolulu, Hawaii 96850. Telephone number (808) 535-3474/3473. All matters related to the performance of this contract shall be coordinated through the Contracting Officer.

G.2 Address of Correspondence

All correspondence unless otherwise specified, shall be directed to the following address:

Contracting Officer
Civil Engineering Unit
300 Ala Moana Blvd., Rm. 8-134
Honolulu, HI 96850

G.3 Invoicing Requirements (Firm-Fixed Price)

- a. Invoices shall be prepared and submitted in accordance with the provision of F.A.R. clauses 52.232-5, Payments under Fixed Price Construction Contracts, 52.232-27, Prompt Payment for Construction Contracts and 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration.
- b. The Data Universal Numbering System (DUNS) number is the primary identifier in Central Contractor Registration (CCR). Contractors are located and identified in CCR by their DUNS number. Therefore, to facilitate payment, it is in the contractor's best interest to ensure that the DUNS number is recorded on every invoice submitted to the U. S. Coast Guard Finance Center.
- c. Payments will not be made more frequently than once per month.
- d. All requests for progress payments shall include the certification required by F.A.R. clause 52.232-5 "Payments under Fixed Price Construction Contracts".

Section H

Special Contract Requirements

H.1 Requirement for Insurance

In accordance with the provisions of contract clause 52.228-5, "Insurance--Work on a Government Installation (JAN 1997)", the Contractor shall furnish to the Contracting Officer a certificate of insurance, identified by contract number, as evidence of the existence of the following insurance coverage in amounts not less than the amount specified below:

<u>Type of Accident</u>	<u>Coverage</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
Comprehensive General Liability	\$200,000	\$500,000	\$50,000
Automobile Liability	\$200,000	\$500,000	\$20,000

Workmen's Compensation--As required by Federal and State Law.

Insurance coverage under the Longshore and Harbor Workers' Act, 33 U.S.C. Sec 901 et seq. is required for employees engaged in "maritime employment on the navigable waters of the United States". All insurance policies shall provide for notice of cancellation and shall be given to the contracting officer not less than 30 days before the effective date of such cancellation, and the certificates of insurance shall indicate that the above provision has been included.

H.2 Subcontract Data

The Contractor shall submit an executed Statement and Acknowledgment Standard Form 1413, to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This form provides an acknowledgment by the subcontractor that mandatory "flow-down" contract clauses have been included in his contract. Refer to Section I, clause 52.222-11 "Subcontracts (Labor Standards)". A copy of Form SF 1413 will be given to the Contractor after award of a contract. Completing this form creates no contractual relationship between the subcontractor and the Government.

H.3 Modification Proposals - Price Breakdown

The Contractor, in connection with any proposal submitted for a contract modification, shall furnish a price breakdown, in sufficient detail to show overhead costs, profit, and all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification shall also be furnished. The proposal, together with the price breakdown and the time extension justification, shall be furnished by the date specified by the Contracting Officer.

Contractor-initiated requests for changes to the contract (other than corrective) shall be considered by the Government only if they meet all of the following conditions:

- (1) The request shall be submitted to the Contracting Officer by separate

- correspondence signed by an authorized representative of the contractor.
- (2) The request shall state the measurable benefits available to the Government if the proposed change is approved.
 - (3) Whether or not a time extension will be necessary, and the calendar date that the Contractor must receive approval or disapproval so as not to affect the work.
 - (4) The request shall include a complete listing of current costs of labor, materials and equipment costs and proposed change. It shall include a listing, with telephone number, of all sources necessary for Government verification of costs and the Contractor's offer.

The Government will reject any request that does not provide all of the above information in a single submission. The Contractor shall submit supporting data for claimed overhead rates to the Contracting Officer.

H.4 Submission of 10 U.S.C. 2323 Data

10 U.S.C 2323, Contract goal for small disadvantaged businesses and certain institutions of higher education, enacted by Public Law 103-355, requires submission of data on contracts and subcontracts awarded to small disadvantaged businesses, historically black colleges and universities, and minority institutions. The contractor agrees to submit, upon request from the contracting officer, information as maybe required by the government to meet the reporting requirement set forth under 10 U.S.C 2323.

H.5 Contractor Security Requirements

At the Preconstruction Conference the Contractor shall provide a list of all on-site personnel, including sub-contractors (including second and third-tier subcontractors) and suppliers, to the Contracting Officer. This list will be updated when changes occur as contractor personnel not listed may be denied access to the Coast Guard facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard facility. Contractor personnel shall have photo identification at all times while working on Coast Guard facilities.

Contractor and delivery personnel may be required to present personal photo identification to gain access to the Coast Guard facility. If identification does not indicate United States citizenship, Coast Guard Security may require proof of the legal right to work in the United States. Contractor and delivery personnel also may be subjected to an immigration status and outstanding criminal warrants check.

Contractors shall provide the Contracting Officer's Representative with 24 hours of advance notice of every delivery to the site (e.g., contract, lumber, etc...) and provide the company name, delivery person, and phone number of the firm(s) making deliveries. All vehicle access to Government property requires vehicle registration and proof of liability insurance. Otherwise access to the Coast Guard facility may be denied.

Section I Contract Clauses

I.1 52.252-02 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Full text of these clauses can be found at www.arnet.gov/far.

52.202-01	Definitions (JUL 2004)
52.203-03	Gratuities (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.203-07	Anti-Kickback Procedures (JUL 1995)
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-04	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-07	Central Contractor Registration (APR 2008)
52.204-09	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-06	Protecting the Governments Interest When Subcontracting With Contractors
	Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-02	Audit and Records - Negotiation (JUN 1999)
52.215-08	Order of Precedence - Uniform Contract Format (OCT 1997)
52.219-06	Notice of Total Small Business Set-Aside (JUN 2003)
52.219-08	Utilization of Small Business Concerns (MAY 2004)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.222-03	Convict Labor (JUN 2003)
52.222-04	Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 2005)
52.222-06	Davis-Bacon Act (JUL 2005)
52.222-07	Withholding of Funds (FEB 1988)
52.222-08	Payrolls and Basic Records (FEB 1988)
52.222-09	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative-Action Compliance Requirements for Construction (FEB 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006)
52.222-50	Combating Trafficking in Persons (AUG 2007)

- 52.223-02 Affirmative Procurement of Biobased Products Under Service & Construction Contracts (DEC 2007)
- 52.223-03 Hazardous Material Identification and Material Safety Data (JAN 1997)
Alternate I (JUL 1995)
- 52.223-05 Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-06 Drug-Free Workplace (MAY 2001)
- 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.223-15 Energy Efficiency in Energy Consuming Products (DEC 2007)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.227-01 Authorization & Consent (DEC 2007)
- 52.227-02 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-04 Patent Indemnity - Construction Contracts (DEC 2007)
- 52.228-01 Bid Guarantee (SEP 1996)
(c) The amount of the bid guarantee shall be twenty percent (20%) of the bid price or \$300,000, whichever is less.
- 52.228-02 Additional Bond Security (OCT 1997)
- 52.228-05 Insurance--Work on a Government Installation (JAN 1997)
- 52.228-11 Pledge of Assets (FEB 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-15 Performance and Payment Bonds - Construction (NOV 2006)
- 52.229-03 Federal, State, & Local Taxes (APR 2003)
- 52.232-05 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (SEP 2005)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-01 Disputes (JUL 2002)
- 52.233-03 Protest After Award (AUG 1996)
- 52.233-04 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-02 Differing Site Conditions (APR 1984)
- 52.236-03 Site Investigation & Conditions Affecting Work (APR 1984)
- 52.236-05 Material & Workmanship (APR 1984)
- 52.236-06 Superintendence by the Contractor (APR 1984)
- 52.236-07 Permits & Responsibilities (NOV 1991)
- 52.236-08 Other Contracts (APR 1984)
- 52.236-10 Operations & Storage Area (APR 1984)
- 52.236-11 Use & Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-14 Availability & Use of Utility Services (APR 1984)
- 52.236-17 Layout of Work (APR 1984)

- 52.236-21 Specifications & Drawings for Construction (FEB 1997) Alternate I (APR 1984)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-04 Changes (AUG 1987)
- 52.244-06 Subcontracts for Commercial Items (MAR 2007)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)
- 52.248-03 Value Engineering—Construction (SEP 2006)
- 52.249-02 Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (SEP 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.251-01 Government Supply Sources (APR 1984)
- 52.252-04 Alterations in Contract (APR 1984) Portions of this contract are altered as follows: Section D has been changed to "Safety, Health and Security."
- 52.253-01 Computer Generated Forms (JAN 1991)

I.2 52.219-28 Post-Award Small Business Program Rerepresentation (June 2007)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

[Contractor to sign and date and insert authorized signer's name and title].

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or

fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 52.223-09 Estimate of Percentage of Recovered Material Content for EPA Designated Products (MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

- (2) Submit this estimate to the Contracting Officer.

I.5 52.225-9 Buy American Act-Construction Materials (JAN 2005)

(a) *Definitions.* As used in this clause—

“Component” means any article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, and its outlying areas.

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is non-compliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material			
<p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</p>			

II. DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (48 CFR, Chapter 12) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Full text of these clauses can be provided upon request.

3052.211-71 Index For Specifications (DEC 2003)

3052.215-70 Key Personnel and/or Facilities (DEC 2003) The key personnel provided in the offerors technical proposal are considered Key Personnel under this clause.

3052.222-90 Local Hire (JUN 2006)

3052.223-70 Removal or Disposal of Hazardous Substances - Applicable Licenses and Permits (JUNE 2006) ...“shall obtain all requisite licenses and permits within 30 days after date of award.”

3052.228-70 Insurance (DEC 2003)

3052.228-90 Notification of Miller Act Payment Bond Protection (DEC 2003)

3052.242.71 Dissemination of Contract Information (DEC 2003)

3052.242-72 Contracting Officer’s Technical Representative (DEC 2003)

I. 6 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the

interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701 (a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

- (d) *Special Rule For Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) *Treatment of Certain Rights.*
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transactions as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stocks;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
- _____ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- _____ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- _____ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or a waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

Part III

Section J

List of Attachments

<u>ATTACHMENT</u>	<u>TITLE</u>
1.	Specifications for Fuel Pump at CG Airsta Barbers Point, Kapolei, Hawaii, July 2008, Project No. 537200
2.	USCG Drawing H0376, Fuel Pump, 11 Sheets
3.	General Wage Decision No. HI080001, Mods 0-10, 07/18/2008
4.	Bid Bond

PART IV - Representations and Instructions

Section K

Representations, Certifications and Other Statements of Offerors

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) will require the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the FAR required representations and certifications previously found in solicitations. With ORCA, you now have the ability to enter and maintain your representation and certification information rather than submit this information with each offer.

K.1 52.204-8 Annual Representations and Certifications (JAN 2006)

- (a)(1) The North American Industry Classifications System (NAICS) code for this acquisition is 237110.
- (2) The small business size standard is \$31 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (c) applies.
 - ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, and are current, accurate, complete, and applicable to this solicitation (including business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR CLAUSE #</u>	<u>TITLE</u>	<u>DATE</u>	<u>CHANGE</u>

Any changes provided by the offeror are applicable to this solicitation only, and do

not result in an update to the representations and certifications posted in ORCA.

K.2 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (FEB 1999)

(b) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
69.1%	6.9%

As used in this Notice, and in the contract resulting from this solicitation the "covered area" is the island of Oahu, Hawaii.

Section L

Instructions, Conditions, and Notices to Offerors

L.1 52.252-01 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full text of these provisions can be found at www.arnet.gov/far.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- 52.215-01 Instructions to Offerors- Competitive Acquisition (JAN 2004)
- 52.216-01 Type of Contract (APR 1984). The Government contemplates award of a firm-fixed price contract resulting from this solicitation.
- 52.236-27 Site Visit (Construction) (FEB 1995)
- 52.236-28 Preparation of Proposals – Construction (OCT 1997)
- 52.252-03 Alterations in Solicitation (APR 1984). Portions of this solicitation are altered as follows. Section D has been changed to “Safety, Health and Security”.

L.2 Notice to Bidders/Offerors

Funds are not presently available for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the bid opening/closing date.

L.3 52.211-01 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to –
 GSA Federal Supply Service
 Specifications Section, Suite 8100
 470 L'Enfant Plaza, S. W.
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978
- (b) If the General Services Administration, Department of Agriculture or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.4 52.211-02 Availability of Specifications, Standards and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (JAN 2006)

- (a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (1) ASSIST (<http://assist.daps.dla.mil>);
 - (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
 - (3) ASSISTdocs.com (<http://assistdocs.com>).
- (b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.5 52.211-03 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

The specifications cited in this solicitation may be obtained from:

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS
 (ACGIH)
 Internet: <http://www.acgih.org>

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
 Internet: <http://www.ansi.org/>

AMERICAN PETROLEUM INSTITUTE (API)

Internet: <http://www.api.org>

ASME INTERNATIONAL (ASME)

Internet: <http://www.asme.org>

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Internet: <http://www.astm.org>

AMERICAN WELDING SOCIETY (AWS)

Internet: <http://www.amweld.org>

HAWAII ADMINISTRATIVE RULES (HAR)

Internet: <http://www.state.hi.us/doh/rules/ADMRRULES.html>

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Internet: <http://www.huduser.org>

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

Internet: <http://www.ieee.org>

MASTER PAINTERS INSTITUTE (MPI)

Internet: <http://www.paintinfo.com/mpi>

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND
FITTINGS INDUSTRY (MSS)

Internet: <http://www.mss-hq.com>

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

Internet: <http://www.nara.gov>

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

Internet: <http://www.nema.org/>

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

Internet: <http://www.nfpa.org>

SOCIETY OF AUTOMOTIVE ENGINEERS INTERNATIONAL (SAE)

Internet: <http://www.sae.org>

SCIENTIFIC CERTIFICATION SYSTEMS (SCS)

Internet: <http://www.scs1.org>

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

Internet: <http://www.sspc.org>

UNDERWRITERS LABORATORIES (UL)

Internet: <http://www.ul.com/>

U.S. ARMY CORPS OF ENGINEERS (USACE)

Internet: <http://www.wes.army.mil/SL/MTC/handbook/handbook.htm>

The request should identify the solicitation number and the specifications requested by date, title, and number, as cited in the solicitation.

L.6 52.222-05 Davis-Bacon Act – Secondary Site of the Work (JUL 2005)

- (a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Davis-Bacon Act, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.7 52.233-02 Service of Protest (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from any member of the Contracting Branch, USCG Civil Engineering Unit, 300 Ala Moana, Blvd. Rm. 8-134, Honolulu, Hawaii.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE PROPOSAL

- a. These instructions prescribe the format and approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the proposal. The instructions permit the inclusion of data or information an offeror deems pertinent.
- b. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.
- c. Offerors are cautioned that the government could elect to award a contract without discussion thus, initial proposals should represent the best possible effort. Attention is invited to FAR 52.215–1(f).
- d. Any resultant contract shall include the general contract provisions and contract clauses applicable to the selected offeror's organization and type of contract awarded. Any

additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.

L.9 REQUIREMENTS FOR PROPOSAL CONTENT

Offerors shall submit price and technical proposals in separate volumes as follows (Failure to provide this information will render an offer unacceptable):

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
Volume I	Price Proposal	Original and 1 copy	No limit
Volume II	Technical Proposal	Original and 3 copies	50 pages

Volume I – Price Proposal: Complete all applicable items with particular emphasis on Sections A, B, K, L and J. Return the entire solicitation including the applicable attachments as stated in Section J, L and M. In addition, provide the required price and pre-award survey information.

Volume II – Technical Proposal: Include all required information.

- a. The proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary.
- b. Pages containing text shall be typewritten or printed on 8 ½ x 11 or 8 x 10 ½ inch paper, with at least one and one-half (1 ½) line spacing. Type size for text shall be no smaller than 8 point, with not more than an average of twelve (12) characters per linear inch (12 pitch), with proportional spacing permitted. Type size for Figures and Tables shall be no smaller than 5 point, 20 pitch, with proportional spacing permitted. Margins on all four edges of each page will be at least one inch. A page printed on both sides shall be counted as two pages. A maximum of five fold out pages will be allowed for the technical volume, no larger than 11 or 10 x 17 inches, will be permitted. Proposals shall not be supplemented by a package or reference documents. Pages exceeding the limitations will be removed from the proposal by the Contracting Officer and returned to the offeror to ensure that they are not evaluated. Other deviations from the instructions will be reviewed by the Contracting Officer to ensure that no offeror receives a competitive advantage. Deviations resulting in a competitive advantage for an offeror will result in the proposal being returned to the offeror and noncompliance with the RFP requirements.
- c. All pages in the proposal shall be numbered and identified with the proposal's name, RFP number, and date. Subsequent revisions should be similarly identified to show revisions number and date.

L.10 SPECIFIC INSTRUCTIONS

a. Volume I – Price Proposal

1. Price (business) proposal instructions: Provide two (2) fully executed and signed

- copies of the solicitation. Ensure all certifications and representations are made as required in Section K of the solicitation and included in this portion of the proposal.
2. The Offeror must also submit an original and one copy of the following detailed information for each Definite work item, to support the proposal, in addition to completing Section B of the solicitation. Offerors may use their own format for all other information required below:
 - (a) Breakdown of direct labor cost by labor category, including number of labor hours and proposed hourly rate(s).
 - (b) Price breakdown of materials, equipment and other direct costs including any applicable items of cost.
 - (c) Overhead, profit, and any other indirect costs.
 - (d) If proposed, price information for each subcontractor shall be furnished in the same format and level of detail as prescribed in paragraphs (A) (1) and (2) above. Additionally, the offeror shall submit the following
 - (e) A description of the items to be furnished by the subcontractor.
 - (f) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained.
 - (g) The proposed subcontract price, and the performance/delivery schedule.

b. Volume II – Technical Proposal.

1. The proposal shall be divided into the following sections (in order listed) and shall include the information given below:

PAST PERFORMANCE
MANAGEMENT CONTROL & WORKFORCE EXPERIENCE

a. PAST PERFORMANCE: The discussion of past performance should include a comprehensive presentation and analysis of all specialized experience performing aviation fuel system contracts similar in nature performed by or awarded to the offeror during the last three years. At a minimum this information shall include:

- (1) Contract Number
- (2) Applicable project or service involved.
- (3) Contract type (i.e. Fixed-Price Supply, Cost Reimbursement Service, Time & Material, etc.)
- (4) Total dollar amount of contract and period of performance.
- (5) Procuring Contracting Activity, including name, address and telephone number of the Contracting Officer.
- (6) Requiring Activity, including name, address and telephone number of the technical point of contact and Ordering Officer (where applicable).
- (7) Description of services performed and/or supplies furnished, including types of "labor" categories required.
- (8) Schedule delivery/completion and actual delivery/completion dates.
- (9) Location where contract was performed.

- (10) Description of any environmental or safety violations which occurred during performance of the contract and, if applicable, what actions were taken to prevent future recurrence of these violations.
- (11) The offeror may provide information on problems encountered on the identified contracts and offeror's corrective actions.

Quality Awards. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for providing the services required. The awards could be from Government or industry. Identify when the award was received.

b. MANAGEMENT CONTROL & WORKFORCE EXPERIENCE:

Organization and Key Personnel. Provide the names, titles, and qualifications of all in-house and subcontractor key personnel who will be assigned to execute the contract work including project management, safety management, and contract administration. Describe the functions, responsibilities, authority, and number of years of experience, and the number of years with your company for each key person. For each key person, indicate the percentage of time to be devoted to this effort relative to other duties and primary facility to which assigned. Provide a proposed manning chart to meet the requirements of the contract. Provide resumes for all field supervisors and key field crew members the offeror plans to devote to the project. Resumes should demonstrate experience with aviation fuel systems and aviation fuel system controls.

Subcontractor Participation and Control. Identify all proposed major subcontracts (over \$10,000 aggregate) by specific work items. Provide an estimate of the man-hours or percentage of the work item to be subcontracted for each work item. Provide rationale for the selection of each major subcontractor---including a list of any special capabilities (facilitate and/or type of equipment, specialized workforce, etc.) and specific factors considered in selection.

L.11 Pre-Award Information

A determination of the prospective contractors responsibility must be made. To assure this determination, and prevent any delays in awarding of the contract, please submit the following with your proposal.

1. Financial Capability

- a. Current financial statement and data.
- b. Company checking/savings account. Provide the name and address of your financial institution(s), account number(s), and the name, title and telephone number of the individual at your company's financial institution that you have authorized in writing to release information to the Contracting Officer.
- c. Letter(s) of Credit. Provide copies of all company letters of credit. If none, so state.

2. Other

- a. List other solicitations that are still pending in which your firm is the apparent low

- offeror or bidder.
- b. If awarded this contract and other contract(s), how would you handle all such contracts?
 - c. Provide name of proposed insurance carrier and point of contact with the insurance carrier for Comprehensive General Liability insurance required by Paragraph H.1 of contract.
3. Central Contractor Registration (CCR). By submission of this offer, the offeror acknowledges that they are registered in CCR in accordance with FAR Clause 52.204-7 (OCT 2003) and that if they are not, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

Section M

Evaluation Factors for Award

M.1 EVALUATION APPROACH

An evaluation plan has been established to evaluate the factors set forth below and all proposals shall be subject to evaluation by a team of Government personnel in accordance with the plan. The Government reserves the right to contact other government and commercial sources to validate information submitted in a proposal and to assess capability, past performance and responsibility.

Discussions may be conducted with all offerors in the competitive range in accordance with FAR 15.306. Final Proposal Revisions will be evaluated using the same criteria as the initial offers. However, the Government reserves the right to award without discussions. Therefore, offerors should put their best effort forward with their initial proposals.

M.2 TECHNICAL EVALUATION CRITERIA AND THE BASIS FOR AWARD

The Government contemplates award of one (1) contract, however, the Government reserves the right to make no award at all.

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be the best overall value to the Government, technical factors, price and other factors considered. In selecting the best overall offer, the Government will consider the value of each offer in terms of the evaluated technical quality offered for the price. The relative quality of offerors will be based upon their ability to meet the minimum performance requirements of this solicitation resulting in less risk of nonperformance, defective performance, and late performance under the resulting contract. The quality in technical offers will be compared with differences in the overall price to the Government.

An evaluation will be made of each offeror's proposal and the results will be used in determining the source to be selected. The source selection will be based on an integrated assessment of the factors set forth below to determine the proposal most advantageous to the Government. The integrated assessment will involve a determination by the Government of the overall value of each proposal. Offerors must recognize that the subjective judgment of the Government evaluators is implicit in the evaluation process. Throughout the evaluation the Government will consider "corrective potential" when a deficiency is identified. Proposals unrealistic in terms of technical

response or price will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements and may be rejected.

Selection will be based upon the most advantageous offer (price or cost and other factors considered) and though not necessarily the determinative factor, cost or price will contribute substantially to the source selection decision. Offerors should perform technical-cost tradeoffs to achieve a balance which reflects and permits the cost-effective pursuit of high quality performance. The basis of the proposed price must be compatible with all other elements of the proposal. No advantage will accrue to an offeror who submits an unrealistically low price. Such a proposal may be viewed as indicative of a lack of understanding of the Government's desired objective.

All evaluation factors other than price, when combined are approximately equal to price. The following technical factors are of equal weight.

1. PAST PERFORMANCE

2. MANAGEMENT CONTROL & WORKFORCE EXPERIENCE

PAST PERFORMANCE: The quality of past performance and relevance of experience on aviation fuel system projects to this project and the Coast Guard will be evaluated. The ability to manage and maintain a qualified workforce will be considered. Customer satisfaction will be an integral consideration. In evaluating past performance the Government will consider all contracts performed during the last 3 years. Emphasis will be placed upon the contractor's administration of the contract, relevance of the past projects to this contract, and timeliness and quality of the past-performed work. In accordance with FAR 15.305(a)(2)(iv) an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

MANAGEMENT CONTROL & WORKFORCE EXPERIENCE: Qualifications, experience and workmanship of key personnel will be evaluated for their ability to perform the requirements of this contract. Emphasis will be placed upon the identification of all key positions; the personnel intended to fill these positions, and their qualifications. Qualification of key personnel should document their technical knowledge and experience with aviation fuel systems and aviation fuel system controls to demonstrate that they understand the complexities of all tasks and work involved in this project. Key positions should include supervisors and key field members, and assignments of such shall demonstrate a clear understanding of staffing requirements. Proposal clearly indicates proposed subcontractors and the rationale for their selection.